

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blake Squires		02/16/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DoctorsOrders, LLC		
Street Address:	354 Ely Road		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44313		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87438074	DOCTORSORDERS	
Serial Number:	87438061	EPWO	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614 255-5518		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown/ SCB - PF		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Stephen C. Barsotti		
SIGNATURE:	/SCB/		
DATE SIGNED:	02/19/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of February 16, 2018 is made by Blake Squires (“**Squires**”), an individual with an address of 354 Ely Road, Akron, OH 44313 and John Maruna (“**Maruna**” and, together with Squires, the “**Assignors**”), an individual with an address of 30401 Lake Road, Bay Village, OH 44140, in favor of DoctorsOrders, LLC (“**Assignee**”), an Ohio limited liability company and the purchaser of certain assets of the Assignors.

WHEREAS, the Assignors desire to convey, transfer, and assign to Assignee, and Assignee desires to receive, certain intellectual property of the Assignors, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby receives and accepts, all of the Assignors’ right, title, and interest in and to, as applicable, the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto, any legal equivalent thereof in a foreign country, including the right to claim priority, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and improvements thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies the transfer of any goodwill related thereto;

(c) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark

Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, the Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and any transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS

Squires


By:  _____
Name: Blake Squires

Maruna

By: _____
Name: John Maruna

ASSIGNEE

DoctorsOrders, LLC

By:  _____
Name: Blake Squires
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS

Squires

By: _____

Name: Blake Squires

Maruna

By:  _____

Name: John Maruna

ASSIGNEE

DoctorsOrders, LLC

By: _____

Name: Blake Squires

Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Applications

Application #	Pub. No. and Pub. Date	Title	Date Filed	Related U.S. Application Data	Applicants	Status	Country
No. 15/599,905	Pub. No. US 2017/0337335 A1 Pub. Date: 11/23/2017	Systems and Methods for Fulfilling Medical Orders	05/19/2017	No. 62/338,677 Filed 05/19, 2016	<ul style="list-style-type: none"> • Blake Squires, Akron, OH (US) • John Maruna, Bay Village, OH (US) 	<ul style="list-style-type: none"> • Ready for Examination (as of 2/15/2018) 	<ul style="list-style-type: none"> • US

TRADEMARK

REEL: 006275 FRAME: 0747

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Applications

<u>Trademark</u>	<u>Application Serial No. / Date of Filing</u>	<u>Registration No. / Date</u>	<u>Goods/Services</u>	<u>Status</u>	<u>Country</u>
DOCTORSORDERS	87438074 05/05/2017	N/A (as of 2/15/2018)	IC 042. US 100 101. G & S: Platform as a service featuring medical analysis services relating to the treatment of patients	Pending	U.S.
EPWO	87438061 05/05/2017	N/A (as of 2/15/2018)	IC 042. US 100 101. G & S: Platform as a service featuring healthcare software for submitting medical supply scripts to medical supply providers	Pending	U.S.